

**STATE OF MARYLAND**  
**MARYLAND JUDICIARY**  
**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARYLAND JUDICIAL CENTER**  
**580 TAYLOR AVENUE, 4<sup>TH</sup> FLOOR**  
**ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSAL**  
**NO. K-07-7077-25-A**  
**COURT REVENUE COLLECTION**  
**CONSULTING SERVICES**

**Date of Issuance:** April 23, 2007  
**Bid Due Date and Time:** May 10, 2007 at 12:00 P.M.

**WARNING:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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## SECTION I GENERAL INFORMATION

A. Summary

See Section II

B. Background

See Section II

C. Procurement Office Mailing Address

**Proposals shall be addressed to:  
ATTN: Bernard M. Miles  
Procurement and Contract Administration  
Administrative Office of the Courts  
Maryland Judicial Center  
580 Taylor Avenue 4th Floor  
Annapolis, Maryland 21401**

D. Questions/Inquiries

The sole point of contact in the Maryland Judiciary for purposes of this RFB/RFP are the Procurement Officers, Bernard Miles or Raymond Mack, of the Procurement and Contract Administration Department.

All questions shall be submitted in writing to Bernard Miles (410-260-1594) or Raymond Mack (410-260-1410) and must be received no later than five days prior to the bid due date. Written responses shall be provided. Questions will be accepted by FAX at (410) 260-1749 or e-mail at [bernard.miles@courts.state.md.us](mailto:bernard.miles@courts.state.md.us).

E. Closing Date

One (1) original and Twelve (12) copies of the proposal shall arrive at the aforementioned office on or before **May 7, 2007, no later than 12:00 P.M.**, in order to be considered. Offerors who mail proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals are to be marked **RFP NO. K-07-7077-25-A; COURT REVENUE COLLECTION**, on the outside of the envelope. The proposal containing the original signatures shall be marked "ORIGINAL."

Additionally, one copy of the price proposal should be included in a separate sealed envelope marked **RFP NO. K-07-7077-25-A; COURT REVENUE COLLECTION.**

F. Pre-Proposal Conference

There will not be a pre-proposal conference for this solicitation. Questions should be submitted in accordance with the instructions in D above.

G. Proposal Opening

The Procurement Office shall hold all proposals and modifications in a secure place until the due date, after which time the proposals and modifications, if any, will be opened in the presence of at least two State employees and a register of proposals will be prepared.

H. Duration of Proposal Offer

Proposals shall be valid and irrevocable for 180 days following the closing date for this RFP. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the RFP

If the AOC Procurement Officer finds it necessary to revise any part of this RFP, an addendum will be provided to all contractors known to have received the RFP. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

J. Cancellation of RFP

The AOC Procurement Officer may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

K. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

L. Economy of Preparation

Proposals should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the RFP.

M. Public Information Act Notice

Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to § 10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records.

N. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

O. Type of Contract

The contract resulting from this RFP will be a fixed-price contract.

P. General Contractual Conditions

Any contract resulting from this RFP will contain the general provisions included in **Appendix 1**. Additionally, this RFP, including the Statement of Work, and the successful Offeror's proposal will be incorporated by reference and made a part of the contract.

Q. Proposal Affidavit

Each proposal shall include a completed Proposal Affidavit. A copy of the affidavit is included in **Appendix 2** of this RFP for the convenience of Offerors.

R. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in **Appendix 3** of this RFP for information purposes only. The Contract Affidavit is not required to be submitted with this proposal.

S. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified minority business enterprises participate

on Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of **twenty percent (20%)** of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If a MBE Subcontractor Participation Goal is designated for this solicitation, respondents are required to submit, as part of the bid/proposal package, the forms specified below. Failure to furnish the required forms may result in the bid/proposal being deemed non-responsive.

- \* MJ-EEO-03 – Schedule for participation of Minority Business Enterprise
- \* MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement

## SECTION II SPECIFICATIONS

### 1. General

The Maryland Judiciary is seeking proposals from qualified, expert consultants to assist the Administrative Office of the Courts (AOC) and District Court Headquarters in the development of a comprehensive strategy and functional requirements for an integrated financial systems solution to replace the existing cash register and local court accounting systems that currently perform the functions of cash receipt, accounts receivable, invoicing, escrow account management, and detail revenue accounting.

The engagement will focus on documenting and assessing the current revenue and local accounting processes, identifying major issues to be addressed in an effort to streamline processes and modernize system support, documenting functional and technical requirements for an effective replacement system environment, identifying critical organization or process changes needed to implement an effective solution, and assisting in the creation of Request for Proposal(s) and vendor evaluations for a consolidated system solution or separate systems and evaluating vendor responses as appropriate.

This engagement does not include:

- ❑ Providing implementation or integration services associated with the chosen solution.
- ❑ Program or project management services associated with implementation of the chosen solution.
- ❑ Customization or conversion services associated with the implementation of the chosen solution.

Work shall be performed in accordance with the attached specifications and Maryland Judiciary Terms and Conditions.

NOTE: Respondents shall not have any affiliation with or interest in a specific Enterprise Resource Planning product or the development of such a product. The contractor(s) selected for this project shall be prohibited from participation in the implementation or development of a product resulting from this project.

### 2. Background

Several cash register and local court accounting systems are used throughout the District Court locations, the Traffic Processing Center, and the Circuit Courts. In all cases the cash register programs are separate from the local accounting programs and do not interface data in an automated way. Financial data is interfaced primarily manually to the

central accounting system at AOC.

The District Court locations and the Traffic Processing Center use a custom-built cash register program for which limited support is available. This DOS-based program produces cash receipts and allocates payments using fee structures. Certificate of Deposit reports are produced, entered into the local accounting program, and sent to the Revenue unit of AOC Finance. The information is reviewed and manually keyed into AOC Finance's AS400 system from the report. Payment activity in District Court locations is uploaded to the mainframe system at Judicial Information Systems for interface to the Case Management applications.

The District Court accounting program stores detail information on payments received, maintains deferred payment outstanding balances, generates invoices and mailings, and produces the reports necessary to prepare the paperwork for refunds to the local governments. The Revenue unit of AOC Finance receives miscellaneous refund requests both weekly and monthly for disbursements to individuals and local jurisdictions. Various spreadsheets may be used to track specific activity and/or Quicken software may also be used for check register purposes.

The Revenue unit receives monthly reports from the field locations. Revenue sends a monthly Revenue Detail report generated from the AS400 to the field locations. The field compares this report to their data and the Revenue unit compares the field report to the data posted in the State Accounting System.

The Revenue unit also receives various journal adjustment requests throughout the month that relate to Parole and Probation, credit card payments, chargeback accounts, interest allocations, E-payments, and posting errors. They are written up on internal adjustment forms and processed through the AS400.

Within the Circuit Courts, revenue is collected for a wide variety of licenses and land record fees as well as case related fines and fees. The processes and record keeping vary within each of the 24 jurisdictions. Depending on the instrument type chosen, payments are accepted and balanced against the required costs, fines, and fees. Documents are validated and the cash register software produces cash receipts and allocates payments. The software used in all but four Circuit Courts is antiquated, uses obsolete hardware and software, and is not networked to share data. The number of cash registers depends on the size of the county. Small courts typically have one or two systems in the clerk's offices; larger courts have cash register systems that are grouped by department. Case-related revenue requires the clerk to access the associated case management system and separately process the transaction to produce a schedule of costs. The cash registers are reconciled daily and a diskette is generated to transfer data from this system to an accounting system within the Circuit Courts that is tailored to each jurisdiction (i.e. the Chart of Accounts vary by jurisdiction). Certificate of Deposit reports from this accounting system are sent to Revenue unit of AOC Finance. As with the District Court,



the information is reviewed and manually keyed into AOC Finance's AS400 system from the report. Four Circuit Courts have implemented an accounting module integrated with the existing case management system, but non-case related revenue must be received and accounted for separately. Many Circuit Courts maintain separate ledgers or spreadsheets of the daily revenue deposits sent to AOC Finance and reconcile monthly activity from a report sent to them from AOC Finance. Initial invoices for fines and fees are generated from the local accounting system and sent to the Department of Parole and Probation (DPP) for collection. DPP sends reports of collections to both the District Court and the Circuit Courts for allocation to outstanding receivables in the case management system.

As with the District Court, the Revenue unit receives refund requests and journal adjustment requests throughout the month for processing. At the end of each month, the Revenue unit receives various reports from the Circuit Courts, such as local license, recordation, and non-resident tax. Revenue transfers the amount to the State Treasury, verifying the requested amount equals the detail reports.

In addition to these systems, other factors and plans that must be considered in developing a systems strategy include, but are not limited to:

- Electronic Payment / Reconciliation Initiative – Judicial Information Systems has initiated an electronic payment and reconciliation effort that will encompass the integrated functions of payment authorization, receipts, and reconciliation. This ePayment initiative must be integrated within the overall strategy for revenue collection addressed in this Statement of Work.
- Central Financial Systems Replacement – The AOC is beginning the planning process to replace the existing central accounting system. The strategy developed through this Statement of Work must consider the relative functionality and integration of revenue collection activities at court and supporting locations with the functions of the AOC Finance Department.
- Case Management Integration – The strategy developed here must include the standards and considerations attendant to integrating financial data with the associated case information.
- Data Sharing – The Judiciary shares information relative to case fines and fees with the Department of Parole and Probation (DPP) of the Maryland Department of Public Safety and Correctional Services. DPP is responsible for the collection of fines and fees after case disposition in the courts. The strategy developed in this Statement of Work must include an effective manner in which to interface and reconcile this data.

### 3. Qualifications

Any firm responding to this RFP must have a minimum of three years experience in providing similar consulting services and the following experience/skills:

**Business Domain:** In-depth understanding of court-related revenue collection and financial

systems business issues, processing and technology trends

- Revenue Collection and Accounting Business models
- Payment Processing models and trends
- Payment processing and reconciliation technology use

Business / Software Engineering: In-depth experience in the review and design / reengineering of business processes, use of software development life cycle methodologies, and project governance and assessment practices.

- Business requirements identification / Business Process Reengineering
- Gap analysis
- Alternative solution analysis
- Request for Proposal creation and proposal evaluation
- Systems development project planning
- Issue resolution facilitation
- Project planning, scheduling, control, and reporting

Enterprise Technology Architecture: Experience in the concepts and principles of technology architecture development and use

- Service based architecture
- Tiered Systems design
- Modular system development
- Open system standards

Experience shall be documented in the required technical proposal.

#### 4. Contractor's Responsibility

##### A. General

Under the direction of the AOC and District Court Headquarters, the contractor must work with all levels of the Maryland Judiciary to fulfill the following tasks:

- ❑ Document the current processes used to collect and report on payments received by the courts and to perform local accounting functions in each of the 24 jurisdictions.
- ❑ Analyze the existing systems used to support these processes and document the key functional components.
- ❑ Identify the weaknesses to be addressed through a systems replacement effort.
- ❑ Collect relevant information regarding plans and projects related to revenue collection and accounting system modernization.
- ❑ Assess the need for local revenue collection and accounting functions at court

locations in conjunction with other plans to develop electronic payment capabilities and replace the existing central accounting system at AOC.

- ❑ Use the enterprise architecture guidelines from JIS, define the technical requirements and applicable standards for the integrated revenue systems solution.
- ❑ Develop a comprehensive strategy to modernize the revenue collection and accounting / reconciliation processes to optimize the timeliness of revenue processing and the interface of revenue information into the accounting, inquiry, and case management systems.
- ❑ Perform initial market research and recommend potential vendors appropriate to the size of the Judiciary's operations and the scope of its needs.
- ❑ Using guidelines from the AOC Procurement Department, develop a comprehensive Request For Proposal (RFP) that includes both functional requirements and technical considerations to assure compatibility with the architecture being implemented by the Judicial Information Systems department.
- ❑ Work with the AOC Procurement Department and Judiciary evaluation team to develop an effective set of proposal evaluation criteria and selection process.
- ❑ Develop preliminary cost and resource estimates for the acquisition, implementation, data conversion and ongoing support of an integrated solution for budgeting purposes.

## B. Engagement Phases – Phase 0

### Phase 0: Plan and Schedule Finalization

Subsequent to contract award, one or more meetings will be held between contractor and AOC personnel to review and finalize the details of the proposed project plan and schedule.

### C. Phase 1: Assessment and Analysis

The first phase of the engagement will include a comprehensive analysis of the current environment, a review of related modernization plans, and the identification of the significant issues to be addressed within an effective systems strategy.

The successful completion of this phase will be demonstrated by the production of documentation that effectively:

- ❑ Captures the current process and data flows related to the following revenue collection functions
- ❑ Payment Authorization – verification of available payee funds,
- ❑ Allocations – division of bulk payment amounts across more than one payable account,
- ❑ Distribution – division of payment amount across multiple payee entities, and
- ❑ Reconciliation – verification and adjustment of actual funds received against the payable amounts for each payee.

- ❑ Captures detail information related to the interface of local revenue collection data to local and centralized accounting processes.
- ❑ Identifies common and unique processing components between the current District Court and Circuit revenue and accounting processes.
- ❑ Identifies data sharing / interface requirements and related issues.
- ❑ Identifies major process inefficiencies to be addressed within a comprehensive strategy to streamline current revenue and accounting processes.

#### Milestone Approval to Proceed

Written approval to proceed to the next phase must be obtained from the Administrative Office of the Courts at this juncture. The Maryland Judiciary reserves the right to curtail or modify the engagement at this point at its sole discretion.

#### D. Phase 2: Strategy and Requirements Definition

The second phase of this engagement will establish the scope of the desired systems solution and the requirements for its successful implementation through the review of the material from phase 1 and clarification of work process and information requirements. The key deliverables of this phase will be an overall strategy encompassing both short-term and longer-term activities as well as documented requirements and parameters to be used in the selection and implementation of a systems solution to replace the existing revenue collection (cash register) and local accounting programs.

The successful completion of this phase will be demonstrated by the production of documentation that effectively:

- ❑ Establishes short-term and longer-term issues to be addressed as well as the scope of the automation to be undertaken,
- ❑ Discusses the critical technical considerations for the support of a solution that will have the base to effectively integrate with other related modernization activities,
- ❑ Defines required business functionality, including
  - Cross-referencing requirements to the documentation created in phase 1 and
  - Prioritizing requirements into categories (H,M,L) based on the inefficiencies and issues identified in phase 1
- ❑ Specifies the technical architecture and parameters of the desired solution,
- ❑ Presents recommendations and a plan / schedule for the analysis of automation alternatives and the solicitation of appropriate hardware, software, and services.

#### Milestone Approval to Proceed:

Written approval to proceed to the next phase must be obtained from the Administrative Office of the Courts at this juncture. The Maryland Judiciary reserves the right to curtail or modify the engagement at this point at its sole discretion.

#### E. Phase 3: Alternative Analysis / Solution Selection

Pending the successful completion of the previous phase, the contractor will proceed to perform analysis of solution alternatives and assist the Judiciary in the selection process. Specifically, the activities to be undertaken in this phase include:

- ❑ Initial market research to determine the availability of software package solutions that fit the needs identified in phase 2,
- ❑ Development of one or more Request for Proposals based on the above analysis,
- ❑ Assistance to the AOC Procurement Department and evaluation team in establishing evaluation criteria for the selection of proposed solutions,
- ❑ Assistance to the evaluation team in the selection process, and
- ❑ Creation of preliminary cost and resource estimates for the acquisition, implementation, data conversion and ongoing support of an integrated solution for budgeting purposes.

#### 5. Maryland Judiciary's Responsibilities

The Judiciary shall support this engagement through:

- ❑ Providing appropriate work facilities for the agreed upon number of contractors;
- ❑ Providing access to subject matter experts in accordance with the agreed upon parameters and project schedule of the successful proposal;
- ❑ Participating in project checkpoint forums and providing ongoing direction and issue resolution for the engagement as needed;
- ❑ Approving all satisfactory engagement deliverables in accordance with the parameters within this section and those contained in the successful proposal or agreed to in Phase 0.

#### 6. Period of Performance

Once awarded, the Contract shall remain in force for a period not to exceed twelve (12) months from the date of award. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for two (2)

additional six-month periods at its sole option.

The estimated timetable for the activities contained in this Statement of Work is as follows. This timetable should be used solely for the purpose of estimating contractor and AOC resources needed to complete the tasks and will be finalized as part of the award process.

Phase	Description	Timeframe (elapsed days)
0	Plan and Schedule Finalization	Initiation + 15 Days
1	Assessment and Analysis	Phase 0 + 60 Days
2	Strategy and Requirements Definition	Phase 1 Approval + 60 Days
3	Alternative Analysis / Solution Selection	Phase 2 Approval + 90 Days

## 7. Estimated Quantities

AOC reserves the right to increase or decrease the number of labor hours as required. Quantities are approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated number of assessments shown herein.

## 8. Insurance Requirements

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement. The Insurance Certificate mentioned hereinabove must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. **Time is of the essence.**

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that the limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all

insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

**A. WORKER'S COMPENSATION**

1. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

**B. LIABILITY INSURANCE**

Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

**C. COMPREHENSIVE AUTOMOBILE LIABILITY**

Limit of Liability - \$ 1,000,000 Bodily Injury  
\$ 1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

**D. SCOPE OF INSURANCE AND SPECIAL HAZARDS**

The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

**E. SUBCONTRACTOR'S INSURANCE**

If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverages in the same amounts specified above.



### SECTION III EVALUATION AND SELECTION PROCEDURES

#### A. TECHNICAL PROPOSAL REQUIREMENTS

Respondents shall submit one original and twelve (12) copies of their technical proposal. When submitting a technical proposal, the following information, at a minimum, must be provided for proper evaluation by the selection committee. **Respondents not providing the following information shall be considered non-responsive.**

1. Respondent shall demonstrate in their technical proposal that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:

- A. Detailed background on the firm and their specific experience and accomplishments in this area. Respondent shall specifically list any pertinent experience with similar studies. Additionally, respondent shall list that they possess the required five years experience. Respondent shall provide at least five references, for similar work, that include, company name, contact person, telephone number and e-mail address.
- B. Detailed background of key personnel that will be assigned to perform the work contained herein. Brief resumes shall be submitted. Additionally, each person's role in the study shall be defined as well as the percentage of time that they will spend on the project.

2. Respondent shall document in their technical proposal the proposed approach to accomplish the requirements and objectives of the work contained herein. The following information shall be submitted:

- ☐ A comprehensive description of the process to be used for each phase of activities,
- ☐ A resource plan for each activity phase including the level of involvement needed from the AOC,
- ☐ A suggested project plan and schedule for the engagement. Plan should include activity descriptions, deliverables, participation required, and progress checkpoints.
- ☐ A discussion on the level of requirements detail appropriate for the selection of a software solution relative to the workflow documentation. The AOC recognizes that there is a differentiation in the level of detail required to effectively define functionality when selecting a solution vs. the detail needed to finalize the implementation effort. The proposal should discuss this detail differentiation based on the contractor's experience.

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause B. Your

Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response.

## B. EVALUATION CRITERIA

The evaluation criteria below are intended to be the basis by which each proposal shall be evaluated, measured and ranked. The Maryland Judiciary hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

### 1. Technical Criteria: Weighted at 60%

A. Previous experience of the respondent with similar studies.

B. Background qualifications and experience of key members of the firm that shall be specifically assigned to this project.

C. The firm's understanding of the scope of work and the quality and clarity of the firm's written methodology and description of the proposed approach to accomplish the work.

D. Oral Presentations - after the written technical proposals have been scored, the Maryland Judiciary at its discretion, reserves the right to hear oral presentations from those firms judged to be reasonably susceptible of being selected for award. Firms will be given a minimum of 7 days following notification to prepare their oral presentations. Oral presentations will be conducted at a designated Maryland Judiciary location. The oral presentation may not exceed a total of one and a half hours (one hour for a presentation by the firm and one-half hour for questions from the Committee). Each Committee member will score oral presentations on a scale of one to ten.

NOTE: If oral presentations are held, they will be assigned an evaluation weight of 10% of the total technical score and the other criteria will be adjusted proportionally. Maryland Judiciary may elect, at its sole option, elect not to conduct discussions or presentations with respondents.

### 2. Price Criteria: Weighted at 40%

A. Total price to furnish the services.

Maryland Judiciary may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set

forth above.

Additionally, Maryland Judiciary hereby reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores.

### C. EVALUATION PROCEDURE

1. Evaluation Committee: An evaluation committee shall be approved by the Maryland Judiciary's Director of Procurement and Contract Administration. As a first step in this procurement, a procurement officer may screen proposals to assure that only the ones meeting minimum qualifications are evaluated. The evaluation committee then will review and evaluate all technical proposals received in response to this RFP. As the third step in this procurement, the evaluation Committee will evaluate oral presentations (if required) from those respondents judged to be reasonably susceptible of being selected for award. The Maryland Judiciary will then evaluate the financial proposals submitted by the reduced list.

2. Negotiations: Maryland Judiciary reserves the right to enter into negotiations with the respondents regarding questions about the technical and financial proposals and resolve differences. Maryland Judiciary reserves the right to then solicit a best and final offer from each remaining respondent.

3. Discretion in Determining Deviations and Compliance: The Maryland Judiciary reserves the right to determine which respondents have met the minimum basic requirements of this RFP. The Maryland Judiciary shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Maryland Judiciary may reject non-conforming proposals. In addition, the Maryland Judiciary may reject in whole or in part any and all proposals, waive minor irregularities, and negotiate with all responsible respondents in any matter deemed necessary to serve the best interests of the State.

PRICE PROPOSAL WORK SHEET  
SOLICITATION NO. K07-7077-25-A

Respondent shall list all costs associated with the performance of this solicitation on a separate sheet. Price proposals should specify costs, labor rates, number of hours for various work classification and other pertinent information including travel and per Diem charges.

Total Bid Price \$ \_\_\_\_\_

(Price proposals should include costs and labor rates per phase.)

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Bid Compiled By:

Title:

Company:

AOC SOLICITATION NO. K-07-7077-25-A  
SIGNATURE PAGE

DATE PROPOSAL SUBMITTED:

\_\_\_\_\_

COMPANY OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME/TITLE OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FACSIMILE \_\_\_\_\_

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

SIGNATURE OF RESPONDENT

\_\_\_\_\_

ACCEPTED FOR

AOC: \_\_\_\_\_

**APPENDICES**

## **Appendix 1**

### **Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC).**

The following are mandatory terms and conditions to be included in all AOC contracts:

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and \_\_, a \_\_ corporation (the “Contractor”), having its principal place of business at \_\_\_\_\_.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and the Contractor agree as follows:

#### **1. Scope of Contract**

1.1 The contractor shall provide support services as described in the Contractor’s bid in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Contractor’s Bid

Exhibit C: Request for Bid No. \_\_\_\_\_

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between any of the Exhibits, Exhibit C shall prevail.

1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract.

1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

**1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.**

**2. Term of The Contract**

**Performance under this Agreement shall commence on \_\_\_\_ and shall continue until agreed upon services are completed, but in any case not later than \_\_\_\_.**

**3. Consideration and Payment**

**3.1 The Contractor shall be compensated for support services. The total price for the support services to be provided by Contractor under the contract shall be Dollars (\$ .00).**

**3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.**

**3.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.**

**4. Definitions**

**For the purpose of this Agreement, the following definitions shall apply:**

**4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.**

**4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.**

**4.3 “System” means the system as provided by this Agreement.**

**4.4 “Type I Materials” means Material that is created under this Agreement.**

**4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.**

## **5. Ownership and Rights in Data**

**5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System’s performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., “off the shelf” software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM’s standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.**

**5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.**

**5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and**



assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.

**5.4** The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

**6. Warranties The Contractor hereby represents and warrants that:**

**6.1** It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

**6.2** It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

**6.3** It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

**6.4** It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

**7. Patents, Copyrights**

**7.1** If the Contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.

**7.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.

**7.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that

it becomes non-infringing and performs in a substantially similar manner to the original item.

**7.4** If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

**8. Non-hiring of Employees** No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

**9. Disputes** Any claim regarding the proper interpretation of this agreement shall be submitted, in writing, to the procurement officer, and shall be resolved pursuant to the requirements set forth in the **PROCUREMENT POLICY FOR THE JUDICIAL BRANCH**, Article VI, “Protests and Claims,” published at <http://www.courts.state.md.us/procurement/procurementpolicy1-02.pdf>. Pending resolution of a claim under the provisions of that Article, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision.

**10. Maryland Law** The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**11. Amendments** Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law.

**12. Non-discrimination in Employment** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**13. Contingent Fee Prohibition** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

**14. Non-availability of Funding** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**15. Termination for Cause** If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.

**16. Termination for Convenience** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**17. Delays and Extensions of Time** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

**18. Suspension of Work** The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**19. Pre-existing Regulations** The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

**20. Financial Disclosure** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

**21. Political Contribution Disclosure** The Contractor shall comply with the provisions of which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

**22. Retention of Records** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized

representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

**23. Liability for Loss of Data** In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

**24. Cost and Price Certification** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of \_\_\_\_\_. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of \_\_\_\_\_ was inaccurate, incomplete, or not current.

**25. Subcontracting and Assignment** The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

**26. Indemnification**

**26.1** The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this.

**26.2** The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this

**26.3** The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**26.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will

cooperate, assist and consult with the AOC in the defense or investigation of any claim, suit, or action made or filed against the AOC as a result of or relating to the Contractor's performance under this Contract.

27. **Notices** All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State : Daniel A. Coleman, Director  
Procurement and Contract Administration  
Maryland Judicial Center  
580 Taylor Ave.  
Annapolis, Maryland 21401  
(410) 260-1263

Contractor:

In Witness Whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_, 2005

David Durfee  
Director of Legal Affairs

\_\_\_\_\_

Contractor

State of Maryland

\_\_\_\_\_  
Signature  
Authorized Representative

\_\_\_\_\_  
Robert M. Bell, Chief Judge  
Court of Appeals

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix 2

BID/PROPOSAL AFFIDAVIT

ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE  
AND PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_and the duly authorized representative of [Contractor]

and that I possess the legal authority to make the Affidavit on behalf of myself and the Contractor for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons) involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) been convicted of any criminal violation of a state or federal antitrust statute;
- (3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud

Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

(4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred



business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying proposal or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including it=s agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor=s workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about;
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The Contractor=s policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance

programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

#### **K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic \_\_\_\_\_, foreign \_\_\_\_\_, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
(If not applicable, so state)

2. Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor with respect to (1) this

Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Representative and Affiant)

### Appendix 3

#### CONTRACT AFFIDAVIT

21. AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the (Title)\_\_\_\_\_  
\_\_\_\_\_,  
and the duly authorized representative of  
(Contractor)\_\_\_\_\_, and that I possess the  
legal authority to make this Affidavit on behalf of myself and the Contractor for which I am  
acting.

2. CERTIFICATION OF CORPORATION REGISTRATION AND TAX  
PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a  
domestic\_\_\_\_ foreign \_\_\_\_ (check one)corporation registered in accordance with the  
Corporations and Associations Article, Annotated Code of Maryland, and that it is in  
good standing and has filed all its annual reports, together with filing fees, with the  
Maryland State Department of Assessments and Taxation, and that the name and address  
of its resident agent filed with the State Departmentof Assessments and Taxation is:

Name:

\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has  
arranged for payment of all taxes due to the State of Maryland and has filed all required  
returns and reports with the Comptroller of the Treasury, the State Department of  
Assessments and Taxation, and the Employment Security Administration, as applicable,  
and will have paid all withholding taxes due to the State of Maryland prior to final  
settlement.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

\_\_\_\_\_  
(Date) By: \_\_\_\_\_  
(Affiant)